

CITY OF SAN JOSE
&
MEF/CEO, AFSCME LOCAL 101
2011 MEF/CEO NEGOTIATIONS GROUND RULES

GENERAL PROCESS

1. The purpose of these negotiations is to reach agreement on a successor Memorandum of Agreement (MOA) between the Municipal Employees' Federation/Confidential Employees' Organization, AFSCME, Local 101 (Unions) and the City of San Jose (Employer) by the expiration of the current MOAs on June 30, 2011 and September 17, 2011, respectively.
2. The parties agree that MEF and CEO will participate in the 2011 negotiations as a coalition. Any member of the Coalition, including the City, may choose to withdraw from negotiations of the Coalition. Withdrawal from the Coalition is without prejudice to the withdrawing organization's right to bargain with the City or the City's duty to bargain. Withdrawal from the Coalition by any member will convert the negotiations to bargaining with each Union separately, starting with the City's last proposal on the table.
3. The City and both Unions participating in the coalition shall designate a chief spokesperson(s) that shall have the authority to negotiate and enter into tentative agreements.
4. The City and both Unions participating in the coalition will have permanent negotiating team members. However, the parties may change team members during the negotiation process upon advance notice, at least 24 hours prior to the session, to the other team.
5. The parties agree that prior to another person being present at the negotiation sessions, other than the City's negotiating team and the Unions' negotiating team, they will give the other side at least twenty-four (24) hours notice, including the name of the other person and topic they will be present for during the negotiation session.
6. Either party may caucus at any time, with the understanding that the caucus time is reasonable and provides an estimated conclusion time.
7. During negotiation sessions, all MEF/CEO and City negotiation team members may express opinions, share ideas, suggest options, provide additional information and statements of individual team members shall not constitute a proposal, counterproposal, or rejection of a proposal. There is no implied commitment by any party when brainstorming during negotiation sessions. All proposals and counter proposals shall be submitted in writing. Nothing that is not in writing and signed by the designated representative for the City and each applicable Union will be construed as part of any Tentative Agreement.
8. Any Tentative Agreement must be in writing and signed by the designated representative for the City and each Union agreeing to the Tentative Agreement. Nothing that is not in writing and signed by the designated representative for the City and each applicable Union will be construed as part of any Tentative Agreement.

9. The City and either Union in the coalition may enter into a Tentative Agreement at any time and does not require agreement by any other party in the coalition. A Tentative Agreement, including any tentative agreements reached during the negotiations on individual issues, is subject to ratification by the applicable Union's membership and approval of the City Council in open session. The City's negotiating team agrees that it will make good faith efforts when recommending a Tentative Agreement to the City Manager and the City Council, and each Union participating in the coalition agrees that they will make good faith efforts when recommending a Tentative Agreement to the union membership.
10. These ground rules are subject to change and/or additions by mutual written agreement.

INFORMATION REQUESTS

11. Each party will respond promptly to requests for relevant and necessary information. However, confidentiality of employment and other records shall be recognized and information requests shall be limited to information which is relevant and necessary for the current bargaining. In the event a party questions the relevance of the requested information, the requestor shall provide an explanation of the relevance to the current negotiations. If that explanation is not satisfactory to the responding party, additional clarification may be requested. In the event a request is burdensome, the parties shall negotiate over compensation for producing the requested information.
12. Upon request, each party shall normally provide an explanation of the rationale for each proposal. If that explanation is insufficient, additional information may be requested.

RELEASE TIME

13. The City will authorize time from regular duties for up to six (6) representatives from MEF and three (3) representatives from CEO to participate in the negotiation sessions. Representatives shall use the City Paid Union Release Time (URT) payroll code for any paid time off authorized by the City in the negotiation process. Representatives shall not receive compensation for sessions that may occur outside their regular working hours, inclusive of any unpaid lunch periods.

IMPASSE PROCEDURES

14. The parties recognize that coalition bargaining is a permissive subject of bargaining and agree that the coalition process does not extend to impasse or any impasse resolution procedure under either state law or Employer-Employee Resolution #39367 absent agreement of the parties.
15. In the event of impasse in the coalition bargaining process, the parties agree that both Unions that participated in the Coalition will participate in the impasse procedures collectively under the impasse resolution procedures specified in Section 23 of the Employer-Employee Resolution #39367.

FOR THE CITY

FOR THE COALITION